

EXHIBIT A



U.S. Department of Justice

*United States Attorney
Eastern District of Texas*

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Tyler, Texas 75702-7237

Phone (903) 590-1400
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March 29, 2021

Mrs. Debbie Mercer-Erwin
c/o her counsel
John Coyle
Ralph de la Garza

Mrs. Kayleigh Moffett
c/o counsel
Vicki Behenna

Re: *United States v. Debra Lynn Mercer-Erwin, et al.*, 4:20-CR-
212, in the United States District Court for the Eastern
District of Texas, Sherman Division

AGREEMENT RELATING TO PRESERVATION OF ASSETS

Dear Mrs. Mercer-Erwin and Mrs. Moffett:

You may owe a significant sum in restitution and as a forfeiture money judgment in this case. We have discussed the possibility of Aircraft Guaranty Corporation (“AGC”) and/or Wright Brothers Aircraft Title (“WBAT”) selling its assets—or cooperating with the Government’s sale of assets—in order to set them aside for payment of that forfeiture money judgment and restitution.

If you are sentenced and ordered to pay restitution, the United States will be entitled to enforce against all of your non-exempt interests in whatever property you own. Because the few assets you own would not be not exempt from enforcement and would be subject to enforcement in their entirety post-judgment, the Government expects you to preserve those assets as if a judgment were already in place. You are fully aware of your upcoming legal obligations and the upcoming debts to be imposed against you under the law. And you both have agreed to cooperate with the Government’s immediate efforts to maximize restitution recovery for the crime victims.

Mrs. Debbie Mercer-Erwin
Mrs. Kayleigh Moffett
March 29, 2021
Page 2

The U.S. Attorney's Office ("USAO") has a duty to crime victims to see that they receive full and timely restitution as a matter of law. *See* 18 U.S.C. § 3771(a)(6). To do so, we need to take the steps necessary to maximize the amount of restitution that is actually recovered and paid. The USAO is mandated by Congress to enforce collection of restitution to the fullest extent of the law. 18 U.S.C. §§ 3613(a) and 3664(m).

Therefore, the USAO requests that you take the following steps to preserve assets for application to the future forfeiture and restitution judgments that may be entered against you:

1. Sale of AGC: The USAO agrees to the sale of AGC for \$4,000,000 as referenced in the contract attached hereto as Exhibit A ("Contract"), subject to the following financial conditions (in addition to those established in the government's Non-Prosecution Agreement with AGC):
 - a. Defendants shall be entitled to retain the entire \$100,000.00 due to sellers at the closing. Defendants are to use these funds to pay the remaining balances owed to their attorneys, both civil and criminal.
 - b. When the installment to-seller payments of \$25,000 outlined in the Contract's payment schedule commence, Defendants shall pay \$22,000 of each of those payments to the United States District Clerk for the Eastern District of Texas for application to their forthcoming restitution obligations until Defendants are sentenced.
 - c. Upon sentencing, Defendants shall direct the entirety of the to-seller payments outlined in the Contract's payment schedule to the United States District Clerk for the Eastern District of Texas for application to their restitution obligations.
2. Sale of 527 Beach Club Trail C-310, Gulf Shores, Alabama 36542 (the "Beach House"): Within 2 weeks of completing necessary hurricane repairs, Debbie Mercer-Erwin must list the Beach House for sale and take immediate steps to sell the Beach House in accordance with the following conditions:
 - a. Debbie Mercer-Erwin shall immediately notify USAO in writing of any and all offers made on the Beach House. Defendant shall not enter into any earnest money contracts or other agreements to sell the Beach House without the written consent of the USAO.

Mrs. Debbie Mercer-Erwin
Mrs. Kayleigh Moffett
March 29, 2021
Page 3

- b. Prior to closing, the following must be provided to the USAO:
 - i. Any new appraisals obtained as a result of the sales contract(s) or required by purchaser's lender(s);
 - ii. The HUD-1 closing statement(s) and pay-off documentation for any liens that appear to have priority over the United States;
 - iii. Contract(s) for sale of property which must be approved in writing in advance by the USAO; and
 - iv. Any additional information the USAO deems necessary regarding the background to the sales contract(s) and the terms of the sale(s).
 - c. At Closing: A reputable title company shall be used for closing(s). All of the net proceeds that would otherwise go to Debbie Mercer-Erwin as a result of the sale of the Beach House will instead be paid to the United States District Clerk to be applied towards her restitution debt. Those net proceeds will be paid to the United States District Clerk, 1910 ESE Loop 323, No.287, Tyler, Texas, 75701, and will reference Debbie Mercer-Erwin, the style of the case, and the case number.
 - d. Net Proceeds: The funds will be held by the Clerk and will be applied to Defendant's restitution debt following entry of judgment and sentencing by the District Court.
 - e. Contingencies: In the event that the Beach House is not sold prior to sentencing, Defendant is directed to consult the USAO, and follow its direction regarding possible post-judgment execution on the Property.
3. Any other found or returned moneys must be applied in their entirety to the restitution: If Defendants receive any inheritance, any settlements (including divorce settlement and personal injury settlement), gifts, tax refunds, bonuses, lawsuit awards, and any other receipt of money (to include, but not be limited to, gambling proceeds, lottery winnings, and money found or discovered), they must, within 5 days of receipt, notify the United States Attorney's Office for the Eastern District of Texas. If appropriate, the United States Attorney's Office may direct Defendant(s) to deposit those funds with the United States District Clerk for the Eastern District of Texas. These funds necessarily include any moneys and/or premiums refunded to Defendants by any insurer in connection with the cancellation, rescission, or termination of any insurance policy.

Mrs. Debbie Mercer-Erwin
Mrs. Kayleigh Moffett
March 29, 2021
Page 4

You are expected to be personally involved in the sale of this asset and the coordination and blessing of the sale with the USAO. Questions concerning the value of the asset and the sales arrangements will be addressed through counsel to the USAO. Moreover, you will provide information to the USAO concerning the Office and any other assets that may be available for sale and application to the forfeiture judgment.

In the event voluntary sales cannot be successfully accomplished, you agree to not oppose enforcement litigation by the USAO which may include, but is not limited to: seizure of the Office as a substitute asset under 21 U.S.C. § 853(p) and interlocutory sale; prejudgment relief under the Federal Debt Collection Procedures Act, 28 U.S.C. § 3001, *et seq.*; the All Writs Act, 28 U.S.C. § 1651; and/or the Texas Turnover Statute, TEX. CIV. PRAC. & REM. CODE § 31.002.

If this letter accurately represents our agreement and understanding, please sign this letter where indicated below.

Sincerely,

NICHOLAS J. GANJEI
ACTING UNITED STATES ATTORNEY

/s/ Robert Austin Wells

Robert Austin Wells
Assistant United States Attorney

Mrs. Debbie Mercer-Erwin
Mrs. Kayleigh Moffett
March 29, 2021
Page 5

AGREED:

John Coyle
Counsel for Debbie Mercer-Erwin

Debbie Mercer-Erwin



Vicki Behenna
Counsel for Kayleigh Moffett



Kayleigh Moffett

From: [John Coyle](#)
To: [Wells, Robert \(USATXE\)](#)
Subject: RE: Debra Mercer-Erwin | Agreement Relating to Preservation of Assets
Date: Monday, April 5, 2021 5:59:55 PM

Sounds good to me. Jwc

John W. Coyle, III
Coyle Law Firm
125 Park Avenue, First Floor
Oklahoma City, OK 73102
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From: Wells, Robert (USATXE) <Robert.Wells3@usdoj.gov>
Sent: Monday, April 05, 2021 2:14 PM
To: John Coyle <jc@coylelaw.com>
Cc: Jean <jean@coylelaw.com>
Subject: RE: Debra Mercer-Erwin | Agreement Relating to Preservation of Assets

John,

I don't like saying 120 days if it can't be ready for sale in that time. How about "as soon as practicable following necessary repairs"?

Bob Wells
AUSA, EDTX

From: Jean <jean@coylelaw.com>
Sent: Monday, April 5, 2021 1:26 PM
To: Wells, Robert (USATXE) <RWells1@usa.doj.gov>
Cc: John Coyle <jc@coylelaw.com>; Jean <jean@coylelaw.com>
Subject: Debra Mercer-Erwin | Agreement Relating to Preservation of Assets

Mr. Wells: Attached is a letter from John W. Coyle, III regarding his client Debra Mercer-Erwin. Thank you!

Kindest regards,
Jean | Paralegal

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